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Attorneys for Plaintiff Ameranth, Inc.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

AMERANTH, INC.

Plaintiff,

v.

TICKETMASTER, LLC and LIVE NATION  
ENTERTAINMENT, INC.,

Defendants.

Case No. **'12CV1648 WQHJMA**

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**





1 computer servers, web servers, databases, affinity/social networking systems, desktop  
2 computers, laptops, “smart” phones and other wireless handheld computing devices.

3 9. Ameranth began development of the inventions leading to the patent-in-suit and the  
4 other patents in this patent family in the late Summer of 1998, at a time when the then-  
5 available wireless and internet hospitality offerings were extremely limited in functionality,  
6 were not synchronized and did not provide an integrated system-wide solution to the pervasive  
7 ordering, reservations, affinity program and information management needs of the hospitality  
8 industry. Ameranth uniquely recognized the actual problems that needed to be resolved in  
9 order to meet those needs, and thereafter conceived and developed its breakthrough inventions  
10 and products to provide systemic and comprehensive solutions directed to optimally meeting  
11 these industry needs. Ameranth has expended considerable effort and resources in inventing,  
12 developing and marketing its inventions and protecting its rights therein.

13 10. Ameranth’s pioneering inventions have been widely adopted and are thus now  
14 essential to the modern wireless hospitality enterprise of the 21st Century. Ameranth’s  
15 solutions have been adopted, licensed and/or deployed by numerous entities across the  
16 hospitality industry.

17 11. The adoption of Ameranth’s technology by industry leaders and the wide acclaim  
18 received by Ameranth for its technological innovations are just some of the many  
19 confirmations of the breakthrough aspects of Ameranth’s inventions. Ameranth has received  
20 twelve different technology awards (three with “end customer” partners) and has been widely  
21 recognized as a hospitality wireless/internet technology leader by almost all major national and  
22 hospitality print publications, *e.g.*, The Wall Street Journal, New York Times, USA Today and  
23 many others. Ameranth was personally nominated by Bill Gates, the Founder of Microsoft, for  
24 the prestigious Computerworld Honors Award that Ameranth received in 2001 for its  
25 breakthrough synchronized reservations/ticketing system with the Improv Comedy Theatres.  
26 In his nomination, Mr. Gates described Ameranth as “one of the leading pioneers of  
27 information technology for the betterment of mankind.” This prestigious award was based on  
28 Ameranth’s innovative synchronization of wireless/web/fixed hospitality software technology.

1 Subsequently, the United States Patent and Trademark Office granted Ameranth a number of  
 2 currently-issued patents, two of which are the basis for this lawsuit. Ameranth has issued press  
 3 releases announcing these patent grants on business wires, on its web sites and at numerous  
 4 trade shows since the first of the presently-asserted patents issued in 2002. A number of  
 5 companies have licensed patents and technology from Ameranth, recognizing and confirming  
 6 the value of Ameranth's innovations.

### 7 **RELATED CASES PREVIOUSLY FILED**

8 12. The Ameranth patents asserted herein, U.S. Patent No. 6,384,850 (the "'850 patent"),  
 9 U.S. Patent No. 6,871,325 (the "'325 patent"), and U.S. Patent No. 8,146,077 (the "'077  
 10 patent"), are all patents in Ameranth's "Information Management and Synchronous  
 11 Communications" patent family.

12 13. Ameranth is also currently asserting claims of these same patents in separate  
 13 lawsuits, against other defendants, that are already pending in this Court. The first-filed  
 14 lawsuit asserts claims of the '850 and '325 patents and is entitled *Ameranth v. Pizza Hut, Inc.*  
 15 *et al.*, Case No. 3:11-cv-01810-JLS-NLS. Lawsuits subsequently filed by Ameranth in this  
 16 Court, asserting claims of the '077 patent, include Case Nos. 3:12-cv-00729-JLS-NLS; 3:12-  
 17 cv-00731-JLS-NLS; 3:12-cv-00732-JLS-NLS; 3:12-cv-00733-JLS-NLS; 3:12-cv-00737-JLS-  
 18 NLS; 3:12-cv-00738-JLS-NLS; 3:12-cv-00739-JLS-NLS; and 3:12-cv-00742-JLS-NLS.  
 19 Another lawsuit subsequently filed by Ameranth in this Court, asserting claims of the '850,  
 20 '325, and '077 patents, is Case No. 3:12-cv-00858-JLS-NLS.

### 21 **COUNT I**

#### 22 **Patent Infringement (U.S. Pat. No. 6,384,850)**

#### 23 **(35 U.S.C. § 271)**

24 14. Plaintiff reiterates and incorporates the allegations set forth in paragraphs 1-13 above  
 25 as if fully set forth herein.

26 15. On May 7, 2002, United States Patent No. 6,384,850 entitled "Information  
 27 Management and Synchronous Communications System with Menu Generation" ("the '850  
 28

1 patent”) (a true and copy of which is attached hereto as **Exhibit A**) was duly and legally issued  
2 by the United States Patent & Trademark Office.

3 16. Plaintiff Ameranth is the lawful owner by assignment of all right, title and interest in  
4 and to the ‘850 patent.

5 17. On information and belief, TicketMaster directly infringes and continues to directly  
6 infringe one or more valid and enforceable claims of the ‘850 patent, in violation of 35 U.S.C.  
7 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
8 systems, products, and/or services in the United States without authority or license from  
9 Ameranth, including but not limited to the TicketMaster system/product/service, which  
10 includes, *inter alia*, wireless and internet ticketing integration, online and mobile  
11 ticketing/ticket sales/ticket purchases, integration with e-mail and affinity program and social  
12 media applications such as Facebook, Twitter, Groupon, and YouTube, and/or other third-party  
13 web-based applications, and other hospitality aspects (“TicketMaster System”).

14 18. On information and belief, the TicketMaster System, as deployed and/or used at or  
15 from one or more locations by TicketMaster, its agents, distributors, partners, affiliates,  
16 licensees, and/or their customers, infringes one or more valid and enforceable claims of the  
17 ‘850 patent, by, *inter alia*, doing at least one of the following: (a) Generating and transmitting  
18 menus in a system including a central processing unit, a data storage device, a computer  
19 operating system containing a graphical user interface, one or more displayable main menus,  
20 modifier menus, and sub-modifier menus, and application software for generating a second  
21 menu and transmitting it to a wireless handheld computing device or a Web page; and/or (b)  
22 Enabling ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,  
23 Android, and other internet-enabled wireless handheld computing devices as well as via Web  
24 pages, storing hospitality information and data on at least one central database, on at least one  
25 wireless handheld computing device, and on at least one Web server and Web page, and  
26 synchronizing applications and data, including but not limited to applications and data relating  
27 to ordering, between at least one central database, wireless handheld computing devices, and at  
28 least one Web server and Web page; utilizing an interface that provides a single point of entry

1 that allows the synchronization of at least one wireless handheld computing device and at least  
2 one Web page with at least one central database; allowing information to be entered via Web  
3 pages, transmitted over the internet, and automatically communicated to at least one central  
4 database and to wireless handheld computing devices; allowing information to be entered via  
5 wireless handheld computing devices, transmitted over the internet, and automatically  
6 communicated to at least one central database and to Web pages.

7 19. On information and belief, TicketMaster has indirectly infringed and continues to  
8 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of  
9 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
10 other persons.

11 20. On information and belief, customers of TicketMaster, including consumers, venue  
12 operators, and others, use the TicketMaster System. TicketMaster provides instruction and  
13 direction regarding the use of the TicketMaster System, and advertises, promotes, and  
14 encourages the use of the TicketMaster System.

15 21. On information and belief, the TicketMaster System infringes one or more valid and  
16 enforceable claims of the '850 patent for the reasons set forth hereinabove.

17 22. On information and belief, TicketMaster has had knowledge of the '850 patent, and  
18 knew or should have known that its continued offering and deployment of the TicketMaster  
19 System, and its continued support of consumers and other users of this system/product/service,  
20 would induce direct infringement by those users. Additionally, TicketMaster intended that its  
21 actions would induce direct infringement by those users.

22 23. On information and belief, TicketMaster has indirectly infringed and continues to  
23 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of  
24 35 U.S.C. § 271(c).

25 24. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
26 the TicketMaster System, TicketMaster provides non-staple articles of commerce to others for  
27 use in infringing systems, products, and/or services. Additionally, TicketMaster provides  
28 instruction and direction regarding the use of the TicketMaster System, and advertises,

1 promotes, and encourages the use of the TicketMaster System. Users of one or more of the  
2 TicketMaster System directly infringe one or more valid and enforceable claims of the '850  
3 patent for the reasons set forth hereinabove.

4 25. On information and belief, the TicketMaster System infringes one or more valid and  
5 enforceable claims of the '850 patent, for the reasons set forth hereinabove.

6 26. On information and belief, TicketMaster has had knowledge of the '850 patent,  
7 including knowledge that the TicketMaster System, which is a non-staple article of commerce,  
8 has been used as a material part of the claimed invention of the '850 patent, and that there are  
9 no substantial non-infringing uses for the TicketMaster System.

10 27. On information and belief, the aforesaid infringing activities of TicketMaster have  
11 been done with knowledge and willful disregard of Ameranth's patent rights, making this an  
12 exceptional case within the meaning of 35 U.S.C. § 285.

13 28. The aforesaid infringing activity of TicketMaster has directly and proximately caused  
14 damage to plaintiff Ameranth, including loss of profits from sales it would have made but for  
15 the infringements. Unless enjoined, the aforesaid infringing activity will continue and cause  
16 irreparable injury to Ameranth for which there is no adequate remedy at law.

17 **COUNT II**

18 **Patent Infringement (U.S. Pat. No. 6,871,325)**

19 **(35 U.S.C. § 271)**

20 29. Plaintiff reiterates and reincorporates the allegations set forth in paragraphs 1-28  
21 above as if fully set forth herein.

22 30. On March 22, 2005, United States Patent No. 6,871,325 entitled "Information  
23 Management and Synchronous Communications System with Menu Generation" ("the '325  
24 patent") (a true and correct copy of which is attached hereto as **Exhibit B**) was duly and legally  
25 issued by the United States Patent & Trademark Office.

26 31. Plaintiff Ameranth is the lawful owner by assignment of all right, title and interest in  
27 and to the '325 patent.  
28



1        32. On information and belief, TicketMaster directly infringes and continues to directly  
2 infringe one or more valid and enforceable claims of the '325 patent, in violation of 35 U.S.C.  
3 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
4 systems, products, and/or services in the United States without authority or license from  
5 Ameranth, including but not limited to the TicketMaster System.

6        33. On information and belief, the TicketMaster System, as deployed and/or used at or  
7 from one or more locations by TicketMaster, its agents, distributors, partners, affiliates,  
8 licensees, and/or their customers, infringes one or more valid and enforceable claims of the  
9 '325 patent, by, *inter alia*, doing at least one of the following: (a) Generating and transmitting  
10 menus in a system including a central processing unit, a data storage device, a computer  
11 operating system containing a graphical user interface, one or more displayable main menus,  
12 modifier menus, and sub-modifier menus, and application software for generating a second  
13 menu and transmitting it to a wireless handheld computing device or a Web page; and/or (b)  
14 Enabling ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,  
15 Android, and other internet-enabled wireless handheld computing devices as well as via Web  
16 pages, storing hospitality information and data on at least one central database, on at least one  
17 wireless handheld computing device, and on at least one Web server and Web page, and  
18 synchronizing applications and data, including but not limited to applications and data relating  
19 to orders, between at least one central database, wireless handheld computing devices, and at  
20 least one Web server and Web page; and sending alerts, confirmations, and other information  
21 regarding orders to various wireless mobile devices.

22        34. On information and belief, TicketMaster has indirectly infringed and continues to  
23 indirectly infringe one or more valid and enforceable claims of the '325 patent, in violation of  
24 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
25 other persons.

26        35. On information and belief, customers of TicketMaster, including consumers, venue  
27 operators, and others, use the TicketMaster System in a manner that infringes upon one or  
28 more valid and enforceable claims of the '325 patent. TicketMaster provides instruction and

1 direction regarding the use of the TicketMaster System and advertises, promotes, and  
2 encourages the use of the TicketMaster System.

3 36. On information and belief, TicketMaster actively induces others to infringe the '325  
4 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
5 customers of TicketMaster, including consumers, venue operators, and others, to use the  
6 infringing TicketMaster System in the United States without authority or license from  
7 Ameranth.

8 37. On information and belief, TicketMaster contributorily infringes and continues to  
9 contributorily infringe one or more valid and enforceable claims of the '325 patent, in violation  
10 of 35 U.S.C. § 271(c) by offering to sell and/or selling components of systems on which claims  
11 of the '325 patent read, constituting a material part of the invention, knowing that the  
12 components were especially adapted for use in systems which infringe claims of the '325  
13 patent.

14 38. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
15 the TicketMaster System, TicketMaster provides non-staple articles of commerce to others for  
16 use in infringing systems, products, and/or services. Additionally, TicketMaster provides  
17 instruction and direction regarding the use of the TicketMaster System and advertises,  
18 promotes, and encourages the use of the TicketMaster System. Users of the TicketMaster  
19 System directly infringe one or more valid and enforceable claims of the '325 patent, for the  
20 reasons set forth hereinabove.

21 39. On information and belief, the TicketMaster System infringes one or more valid and  
22 enforceable claims of the '325 patent, for the reasons set forth hereinabove.

23 40. On information and belief, TicketMaster has had knowledge of the '325 patent,  
24 including knowledge that the TicketMaster System, which is a non-staple articles of commerce,  
25 has been used as a material part of the claimed invention of the '325 patent, and that there are  
26 no substantial non-infringing uses for the TicketMaster System.

41. On information and belief, the aforesaid infringing activities of TicketMaster have been done with knowledge and willful disregard of Ameranth's patent rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

42. The aforesaid infringing activity of TicketMaster has directly and proximately caused damage to plaintiff Ameranth, including loss of profits from sales it would have made but for the infringements. Unless enjoined, the aforesaid infringing activity will continue and cause irreparable injury to Ameranth for which there is no adequate remedy at law.

**COUNT III**

## Patent Infringement (U.S. Pat. No. 8,146,077)

**(35 U.S.C. § 271)**

43. Plaintiff reiterates and incorporates the allegations set forth in paragraphs 1-42 above as if fully set forth herein.

44. On March 27, 2012, United States Patent No. 8,146,077 entitled “Information Management and Synchronous Communications System with Menu Generation, and Handwriting and Voice Modification of Orders” (a true copy of which is attached hereto as **Exhibit C** and incorporated herein by reference) was duly and legally issued by the United States Patent & Trademark Office.

45. Plaintiff Ameranth is the lawful owner by assignment of all right, title and interest in and to the '077 patent.

46. On information and belief, TicketMaster directly infringes and continues to directly infringe one or more valid and enforceable claims of the '077 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing systems, products, and/or services in the United States without authority or license from Ameranth, including but not limited to the TicketMaster System.

47. On information and belief, the TicketMaster System, as deployed and/or used at or from one or more locations by TicketMaster, its agents, distributors, partners, affiliates, licensees, and/or their customers, infringes one or more valid and enforceable claims of the '077 patent, by, *inter alia*, doing at least one of the following: (a) Configuring and transmitting

1 menus in a system including a central processing unit, a data storage device, a computer  
2 operating system containing a graphical user interface, one or more displayable master menus,  
3 menu configuration software enabled to generate a menu configuration for a wireless handheld  
4 computing device in conformity with a customized display layout, and enabled for  
5 synchronous communications and to format the menu configuration for a customized display  
6 layout of at least two different wireless handheld computing device display sizes, and/or (b)  
7 Enabling ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,  
8 Android, and other internet-enabled wireless handheld computing devices as well as via Web  
9 pages, storing hospitality information and data on at least one database, on at least one wireless  
10 handheld computing device, and on at least one Web server and Web page, and synchronizing  
11 applications and data, including but not limited to applications and data relating to orders,  
12 between at least one database, wireless handheld computing devices, and at least one Web  
13 server and Web page; utilizing communications control software enabled to link and  
14 synchronize hospitality information between at least one database, wireless handheld  
15 computing device, and web page, to display information on web pages and on different  
16 wireless handheld computing device display sizes, and to allow information to be entered via  
17 Web pages, transmitted over the internet, and automatically communicated to at least one  
18 database and to wireless handheld computing devices; allowing information to be entered via  
19 wireless handheld computing devices, transmitted over the internet, and automatically  
20 communicated to at least one database and to Web pages.

21 48. On information and belief, TicketMaster has indirectly infringed and continues to  
22 indirectly infringe one or more valid and enforceable claims of the '077 patent, in violation of  
23 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
24 other persons.

25 49. On information and belief, customers of TicketMaster, including consumers, venue  
26 operators, and others, use the TicketMaster System in a manner that infringes upon one or  
27 more valid and enforceable claims of the '077 patent. TicketMaster provides instruction and  
28

1 direction regarding the use of the TicketMaster System and advertises, promotes, and  
2 encourages the use of the TicketMaster System.

3 50. On information and belief, TicketMaster actively induces others to infringe the '077  
4 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
5 customers of TicketMaster, including consumers, venue operators, and others, to use the  
6 infringing TicketMaster System in the United States without authority or license from  
7 Ameranth.

8 51. On information and belief, TicketMaster contributorily infringes and continues to  
9 contributorily infringe one or more valid and enforceable claims of the '077 patent, in violation  
10 of 35 U.S.C. § 271(c) by offering to sell and/or selling components of systems on which claims  
11 of the '077 patent read, constituting a material part of the invention, knowing that the  
12 components were especially adapted for use in systems which infringe claims of the '077  
13 patent.

14 52. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
15 the TicketMaster System, TicketMaster provides non-staple articles of commerce to others for  
16 use in infringing systems, products, and/or services. Additionally, TicketMaster provides  
17 instruction and direction regarding the use of the TicketMaster System and advertises,  
18 promotes, and encourages the use of the TicketMaster System. Users of the TicketMaster  
19 System directly infringe one or more valid and enforceable claims of the '077 patent, for the  
20 reasons set forth hereinabove.

21 53. On information and belief, each of the TicketMaster System infringes one or more  
22 valid and enforceable claims of the '077 patent, for the reasons set forth hereinabove.

23 54. On information and belief, TicketMaster has had knowledge of the '077 patent,  
24 including knowledge that the TicketMaster System, which is a non-staple article of commerce,  
25 has been used as a material part of the claimed invention of the '077 patent, and that there are  
26 no substantial non-infringing uses for the TicketMaster System.

55. On information and belief, the aforesaid infringing activities of TicketMaster have been done with knowledge and willful disregard of Ameranth's patent rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

56. The aforesaid infringing activity of TicketMaster has directly and proximately caused damage to plaintiff Ameranth, including loss of profits from sales it would have made but for the infringements. Unless enjoined, the aforesaid infringing activity will continue and cause irreparable injury to Ameranth for which there is no adequate remedy at law.

## **PRAYER FOR RELIEF**

WHEREFORE, plaintiff Ameranth respectfully prays for judgment against TicketMaster, as follows:

1. Adjudging that the manufacture, use, offer for sale or license and /or sale or license of the TicketMaster System infringes valid and enforceable claims of the '850 patent, and the '325 patent, and the '077 patent, as set forth hereinabove;

2. Adjudging that TicketMaster has infringed, actively induced others to infringe and/or contributorily infringed valid and enforceable claims of the '850 patent, and the '325 patent, and the '077 patent, as set forth hereinabove;

3. Adjudging that TicketMaster's infringement of the valid and enforceable claims of the '850 patent, and the '325 patent, and the '077 patent, has been knowing and willful;

4. Enjoining TicketMaster, and its officers, directors, employees, attorneys, agents, representatives, parents, subsidiaries, affiliates and all other persons acting in concert, participation or privity with TicketMaster, and their successors and assigns, from infringing, contributorily infringing and/or inducing others to infringe the valid and enforceable claims of the '850 patent, and the '325 patent, and the '077 patent;

5. Awarding Ameranth the damages it has sustained by reason of TicketMaster's infringement, together with interest and costs pursuant to 35 U.S.C. § 284;

6. Awarding Ameranth increased damages of three times the amount of damages found or assessed against TicketMaster by reason of the knowing, willful and deliberate nature of TicketMaster's acts of infringement pursuant to 35 U.S.C. § 284;

1           7.       Adjudging this to be an exceptional case and awarding Ameranth its attorney's  
2 fees pursuant to 35 U.S.C. §285;

3           8.       Awarding to Ameranth its costs of suit, and interest as provided by law; and

4           9.       Awarding to Ameranth such other and further relief that this Court may deem  
5 just and proper.

6                                   **DEMAND FOR JURY TRIAL**

7           Ameranth demands trial by jury of its claims set forth herein to the maximum extent  
8 permitted by law.

9                                   Respectfully submitted,  
10           Dated: June 29, 2012                   CALDARELLI HEJMANOWSKI & PAGE LLP  
11                                   By: /s/ William J. Caldarelli  
12   William J. Caldarelli  
13                                   FABIANO LAW FIRM, P.C.  
   Michael D. Fabiano  
14                                   OSBORNE LAW LLC  
   John W. Osborne  
15                                   WATTS LAW OFFICES  
16   Ethan M. Watts  
17                                   **Attorneys for Plaintiff AMERANTH, INC.**  
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